

## 004- SPECIFICATIONS / SCOPE OF SERVICES

**Scope of Work:** The City of San Antonio is seeking qualified contractors for demolition services for a variety of structures in various City locations. This contract is under the management of the Transportation and Capital Improvements (TCI) Department. The contract will be for an amount not to exceed \$875,000 per year. The term will be for a one year initial term with three (3) additional one year option periods. The scope of services includes:

- Demolition of Residential Structures (square foot of floor space)
- Demolition of Commercial Structures (10-5,000, or more of square footage of floor space)
- Demolition of Commercial Structures per demolition specifications provided by City's Consultant

Once the contract is awarded, specific projects will be identified and may be performed under this contract on an "as-needed" basis. No volume of work under this contract is guaranteed. The selected contractor may be asked to give a price and perform work for demolition services based on specifications provided by the City and/or the City's Consultant.

TCI Environmental Management Division will have structures surveyed, tested, and abated for asbestos as required by federal, state and local regulations, prior to demolition. Typical work may consist of demolition, transportation, and proper disposal of residential or commercial structures owned and/or acquired by the City for a capital improvement project; and other demolition projects identified by the City.

Contractors interested in performing these services must submit a bid in accordance with the minimum requirements listed herein. The successful Bidders will have responsibilities that include on-site management of demolition activities including permitting application, utility disconnection, transportation and disposal of regulated waste generated by the demolition activity. Strict environmental regulatory liabilities impose a higher degree of duty upon the selected Contractor than upon an ordinary contractor. Environmental abatement may take place concurrent with demolition of certain structures or components, calling for coordination and cooperation among City Staff, environmental consultants, environmental abatement workers, the general project manager, utility companies, public, and others.

### STANDARD REQUIREMENTS

1. The Annual Contract shall include the following terms and conditions:

a. For each project assigned, a task order will be issued through the City's PRIMELink system. This system will allow the Contractor to submit payment applications. Selected Contractor(s) must have written approval before proceeding with any work.

b. Contractor' facilities, personnel, and equipment may be a determining factor in awarding this contract. Selected Contractors may be subject to inspection of their facilities and equipment prior to awarding the contract.

### SPECIFICATIONS

#### GENERAL CONTRACTOR REQUIREMENTS

1.1 Demolition services provided by the Contractor shall include, but they are not limited to, the demolition and disposal of the main structure, connected structures, and ancillary buildings. Demolition services also include demolition and disposal, when necessary, of fences, debris, and other undesirable objects within the parcels of the designated demolition site. When requested, footings, slabs, and asphalt pavement driveways shall also be removed and disposed of. Backfilling and other stabilization methods may also be required.

1.2 Contractor must possess a Contractor's demolition license in accordance with City Code §6-644. Contractor shall provide all materials, permits, equipment, transportation, and labor as required for the demolition of the designated site, and shall legally and properly dispose of debris generated during the course of providing the contracted service.

1.3 All owned vehicles used in Contractor's demolition business shall have posted signs on each side, in letters of three (3) inches minimum height, in contrasting colors, stating name of contractor and their demolition contractor's license number in accordance with City Code §6-646.

1.4 Demolition shall not begin until the following conditions have been completed AND the Contractor receives a written "Notice to Proceed" from the City. This "Notice to Proceed" shall be documented through the use of a written approval letter. The Demolition Work Order may be for one or more structures at the same or different locations and shall be the Contractor's authorization to begin work.

1.5 Contractor shall obtain all permits required for demolition as specified in City Code §6-650 at Contractor's sole cost and expense. Any engineering reports required shall be furnished by Contractor at Contractor's cost only with prior approval from City. Prior to demolition activities, the Contractor must submit to the City all pertinent documentation showing approved permits for demolition.

1.6 On some projects the Contractor may need to follow demolition specifications provided by the City through a Design Consultant. In these cases, the Contractor will need to work closely with the Project Manager and the design consultant. The Contractor may be requested to attend meetings to coordinate the work. The contractor will be required to submit separate cost estimates based on the unit cost item sheet associated with demolition specifications.

## **2. SPECIFIC CONTRACTOR RESPONSIBILITIES**

2.1 Prior to initiating demolitions, the Contractor shall apply for required demolition permit(s) within three (3) business days from the receipt of the Demolition Notice to Proceed. Contractor shall be responsible for any new ordinance requirements or permits related to services provided under this contract for the duration of this contract. The City may, but is not required to, assist the Contractor with obtaining certain demolition permits.

2.2 Contractor shall ensure all utilities have been cut off and capped at the street/right-of-way. Before starting demolition, Contractor must disconnect or arrange for disconnection of all utilities to the structure or structures to be demolished in accordance with City regulations and the utility company concerned. The Contractor must also cap the water lines in compliance with the City Code, and seal all sanitary sewers leading from the structure. The Contractor shall preserve in operating condition all active utilities passing through the areas where demolition and removal work is to be done, protect manholes, catch basins, valve boxes, poles and other appurtenances. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the San Antonio Water System (SAWS), to prevent intrusion of groundwater into the existing sewer system. Septic tanks encountered shall be left in place. The contractor shall take care and ensure that damage does not occur to any septic tanks. Contractor shall repair utilities damaged as a result of demolition work, to the satisfaction of the City. The City may, but is not required to, assist the Contractor with these utility disconnects.

2.3 Under no circumstance shall the Contractor enter the demolition site or begin any demolition or clearance if it appears that the site is permanently occupied and in use, under construction, or if there is evidence that construction, remodeling or repair work is in progress. In a case of resistance, Contractor shall not forcibly enter or insist on entering the property in the face of threat, expressed or implied, from an occupant or person in apparent custody or control of the property. In such event, the Contractor shall immediately inform the City.

2.4 Contractor shall comply with the provisions regarding bonds and insurance requirements.

2.5 Contractor shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, rules, regulations, ordinances, codes, and any other administrative procedures.

2.6 Contractor shall designate a qualified foreman who will be present on the site at all times to oversee and inspect work performed by Contractor's employees or sub contractors assigned to this contract. The qualified foreman shall be capable of and authorized to make on-site decisions pertaining to the work being performed.

2.7 Extreme care shall be taken to safeguard existing facilities, site amenities, sprinkler systems, trees, shrubs, sidewalks, vehicles on or around the demolition site, and any other structure that needs to remain. Any damage to public and private property such as, but not limited to, sidewalks, driveways, curbs, or fences shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. If the Contractor does not repair or replace damaged property within 4 days (96 hours) notice from the City, the City reserves the right to correct the situation and deduct the charges from the Contractor's invoice, unless the nature of the repair or replacement is of such a nature that it cannot be completed within 4 days (96 hours). In such event, the notice provided by City shall specify the length of time permitted for completion of the repair or replacement.

2.8 In some instances, for the completion of the project, the Contractor will be required to coordinate the closing of streets and sidewalks and the handling of incoming traffic. The Contractor is responsible for retaining the services of a traffic control company qualified to perform these duties and to obtain all permits, fees and traffic control and walkway plans as required by the City. The Contractor is not allowed to use their own devices for traffic control unless they have a qualified and licensed individual to perform the duties of a traffic control engineer.

2.9 The contracted rate for the demolition of a specific structure shall be determined by calculating the total square footage of the designated structure(s). Calculating the square footage shall be the responsibility of the City, and the City's calculation shall be presumed accurate. In addition, the City may, at its sole discretion, rely upon the square footage provided by the Bexar County Appraisal District. If Contractor provides evidence that the square footage differs from the City calculation, the Director of the TCI Department shall make a final decision.

2.10 During the initial site inspection and measurement of the structure(s) to be demolished, the project completion time shall be discussed and agreed upon by the City and the Contractor. The agreed upon completion time shall not be modified unless unfavorable weather or other allowable but unforeseeable conditions occur. Any changes to the schedule must be coordinated with the TCI Department Project Manager. At no time shall the schedule for a National Emission Standards for Hazardous Air Pollutants (NESHAP) and/or the Texas Asbestos Health Protection Rules (TAHPR) regulated structure be modified to start earlier than 10 calendar days from the date notification was sent.

2.11 All work shall be performed between the hours of 7:30 AM and 6:30 PM during normal working days (Monday - Friday). Exceptions to these hours and days can only be made with prior approval from the City.

2.12 It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all refuse at the end of each workday.

2.13 Materials and equipment left on site overnight shall be clearly marked and identified so as to ensure public safety. No materials or equipment shall be left on site over a weekend unless arrangements have been made with and approved by the City. At its own risk, Contractor shall be responsible for any materials or equipment left on site. Any loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor.

2.15 Structurally unsound demolitions are too dangerous to allow personnel inside the structure. Therefore, asbestos abatement shall not be required for these types of demolition. However, all building materials removed from an emergency demolition shall be presumed to contain asbestos and must be disposed of as asbestos-containing materials, except for the following conditions: a) the structure is non-regulated, b) the structure has been verified through an asbestos survey or other means acceptable to the City that it contains no asbestos, or c) the Contractor uses a NESHAPS trained person to separate presumed asbestos-containing materials from other materials, such as concrete, wood, or asphalt, post-demolition, either on site or at the storage or transfer location. Contractor must have City's written permission to perform on site separation.

2.16 All waste materials shall be transported by a City authorized and permitted hauler to a Texas Commission of Environmental Quality (TCEQ) authorized disposal facility as described in this section and in compliance with all applicable regulations and local permitting requirements. Transporters shall be insured, licensed, and permitted by the state, federal, and local agencies, as appropriate for the waste material that is to be hauled. The Contractor and its sub-contractors, if any, shall provide proof of licenses and permits, as required prior to commencing the work. Transport vehicles shall be in good working condition. All loads must be covered with a tarp or other suitable means to prevent dispersion of waste materials. The City reserves the right to order transporters removed from the site if the vehicle is not in good working condition, lacks a local permit, or does not have a cover, or for any other reason the City deems necessary to either ensure compliance with the contract or health and safety concerns. End dump trailers and bobtail dump trucks may be used to transport waste, so long as no visible emissions to the outside occur for loads with asbestos containing materials. All transporters shall haul waste material directly to the disposal facility from the demolition site and shall not spill or track mud, dirt, or waste on the street in route to the disposal facility. Commingling debris from City project sites with waste produced by any other generator is prohibited. Contractor and sub-contractor shall not mix the City's project waste with waste from any other generator. The Contractor and its sub-contractors are responsible for the proper disposal of any such site-specific waste.

2.17 All waste must be disposed of at an authorized landfill permitted by TCEQ to accept such waste. Contractor shall show proof of current authorization for disposal at licensed and permitted landfill(s). Demolition waste containing non-regulated asbestos containing material may be disposed of at a landfill authorized to accept such waste. Demolition waste that may contain regulated asbestos containing material shall only be disposed of at a landfill authorized to accept such waste. Receipts for disposals shall be kept on file at the Contractor's office for no less than (3) years, and for so long as any unresolved transport manifest issue may be pending as a regulatory enforcement action. The receipts shall be submitted as backup documentation when submitting a payment application through the PRIMELink system.

2.18 The Contractor shall manifest all waste material that is required to be manifested. The Contractor shall prepare all manifests, as necessary, and arrange for any special waste authorizations with the licensed disposal facility. All coordination with the different agencies issuing the permits and the authorized disposal facility shall be the Contractor's responsibility. Unless alternative written direction is provided by the City and agreed to by the Contractor, the City is the Generator for the wastes identified in the Demolition Work Orders. The City Inspector or other authorized City representative will sign all manifests as the Generator. The Contractor or the Contractor's transporter shall sign the manifest as the Transporter. The Disposal facility shall sign the manifest upon acceptance at the disposal facility, and the original signed manifest shall be promptly returned to the City. Manifests not returned to the City within the designated state and federal timelines, will prompt the City to make the appropriate Texas Commission on Environmental Quality (TCEQ) or Environmental Protection Agency (EPA) exception report. Payment will not be made until the original manifest is returned to the City. It shall be the Contractor's responsibility to locate delinquent manifests. Contractor shall be fully responsible and liable for all consequential regulatory liability, third party, and City damages that may arise or be asserted on account of unmanifested or delinquent manifested wastes.

2.19 The City will not accept the generator status and will not pay the Contractor for any wastes generated by the Contractor as a result of Contractor's own work operations, such as municipal solid waste incidental to construction, spills, or leaks from transport vehicles or other equipment, or industrial waste generated by Contractor as a by-product of the Contractor's own operations. Contractor shall be held to good housekeeping practices that avoid creation of solid waste violations. If a spill would occur at the project site, the Contractor is responsible for cleaning up and manifesting any waste at their own expense.

2.20 The Contractor must gain a clear understanding of all requirements necessary to perform the services listed herein. Contractor shall include in its bid price all costs incurred with performing demolition services, including but not limited to, demolition permit fees, site security measures, dumping fees, landfill costs or fees, City waste hauler permits and license fees, any necessary rental costs of equipment, transportation costs, and any and all expenses necessary to contract performance.

2.20.1 Contractor must have readily available all equipment and work force necessary to perform work as

in accordance with the requirements listed herein. Contractors bidding for the following categories must be capable of obtaining equipment to safely demolish in the allowable timeframes structures that may require high-reach or other specially-designed equipment.

2.20.2 Contractors bidding for the following categories must have their own equipment to affect high-reach, zero-lot line and other special demolition scenarios.

2.20.3 High-reach equipment must be able to reach three (3) stories and higher.

2.21 Contractor shall exhibit professionalism during all aspects of this contract, and perform all work under this contract in accordance with accepted industry standards and practices. The Contractor shall control site safety and security at all times, after a notice to proceed with a particular demolition task order given by the City. The Contractor shall install temporary fencing, barricade tape or other means to control access to limit unauthorized persons. In some instances, the Contractor must have a traffic control plan in place when working on the streets. Contractor shall be prohibited from posting signs, which advertise their business at the designated demolition sites without prior written authorization from the City. Costs associated with site security and safety are considered incidental to the project and should be included in the appropriate unit prices. Work methods and quality control measures are the responsibility of the Contractor. However, at its discretion, the City reserves the right to disapprove or suspend work methods considered unsafe, illegal, or detrimental to the project, the public health, safety, environment, or welfare.

2.22 Demolition activities may include the razing of a brick, concrete, wood, or steel framed structure with one or more stories using heavy equipment; lowering the roof of the structure to the ground in an organized and professional manner; compacting the material and loading it into transport trucks for disposal at an authorized landfill. Additional services may include:

2.22.1 Removal of masonry walls below ground level must be done in small sections. structural steel, cast iron, and heavy timbers shall be removed in individual pieces. Regardless of elevation, all concrete slabs and floor construction over basements or cellars may be removed. All partition, stairways, furnaces, piping, and debris shall be removed from within existing basements.

2.22.2 The Contractor must remove and properly dispose of any trash, rubbish, litter and debris found on the premises at the start of the work, as well as waste resulting from the demolition activities or deposited on the site by the workers. Contractor shall keep the premises and public right-of-way cleared at all times. No materials or debris shall be burned or buried on site. All waste must be landfilled in an authorized disposal facility, approved by the City. The Contractor must report any unforeseen or unusual conditions that occur or may render compliance impossible, or otherwise affect the Contractor's ability to do the work agreed upon the issued task order. The Contractor shall immediately report such matter to the City.

2.23 When requested, the Contractor shall remove and properly dispose of concrete and asphalt surface features and foundations.

2.24 The Contractor shall backfill and compact all voids created by demolition. This shall include all basements and footings, basement walls and the total volume occupied within all the substructures in their entirety. All debris must be removed from inside substructure areas. Backfill material shall be natural, friable, fertile, sandy loam topsoil, free of weeds, litter, sods, stiff clay, stones larger than one inch in diameter, stumps, roots, trash, toxic or hazardous substances, or any other material which may be harmful to plant growth or the environment. The City reserves the right to review the backfill material source prior to receipt of the manifest.

2.25 As may be required by City, the Contractor shall grade the demolition area to a smooth, neat appearance and leave the site in a clean condition. The final compacted surfaces shall be uniformly graded and primarily flat. It may be required, however, to form an 18-inch berm and provide same gradient adjacent to remaining buildings and/or walls, to insure no "free" water migrates to or collects at the wall faces.

### **3. HEALTH AND SAFETY SPECIFICATIONS**

3.1 Contractor shall perform all work under this contract in accordance with all local, state, and federal laws, regulations, and policies. Contractor shall follow the Texas Commission on Environmental Quality (TCEQ) rules and guidance, as applicable. The Contractor shall possess and submit with their bid response all applicable licenses, permits, insurance, and training certificates required to perform environmental work activities. The applicable laws, regulations, and policies, include, but are not limited to:

30 Texas Administrative Code (TAC) 327: Spill Prevention and Control

30 TAC 330: Municipal Solid Waste

29 Code of Federal Regulations (CFR) 1910: Occupational Safety and Health Standards

40 CFR 261: Identifications and Listing of Hazardous Waste

40 CFR 61, Subpart M Section 61.150: Standard for Waste Disposal of Demolition

3.2 Contractor warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Administration (OSHA) Worker Protection Rules, the Texas Asbestos Health Protection Act (TAHPR), and National Emission Standards for Hazardous Air Pollutants (NESHAP), and any other regulatory agencies as required to perform the services of this contract, and such authorities may be amended throughout the term of the contract.

3.3 Contractor shall utilize only trained, competent employees in the performance of this contract. As required by Texas Department of State Health Services (TDSHS) and the Environmental Protection Agency (EPA), the Contractor shall utilize asbestos trained and licensed workers. Contractor must ensure that at a minimum, a site Supervisor is appropriately trained in the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) and Asbestos Model Accreditation Plan (MAP) and must abide by all Texas Department of State Health Services (TDSHS) laws and mandates. In addition, the Contractor must hold all appropriate licenses to perform the services listed herein. At the request of the City, Contractor shall remove from assignment any incompetent, abusive, or disorderly employee.

3.4 Contractor shall take precautions to insure work is performed in compliance with occupational safety standards. Equipment used by the Contractor in performance of the work listed herein shall meet all required regulations. Contractor shall be responsible for providing and placing barricades, tarps, plastic flag tape, peace officer for traffic control, if necessary, and other safety traffic control equipment to protect both the workers and the public.

3.5 The Contractor shall ensure that Contractor's and subcontractor's workers have proper respiratory protection and those that use the respirators are medically fit to wear them.

#### **4. ASBESTOS**

4.1 The City shall survey and abate asbestos as required by federal, state and local laws. The Contractor will in most cases will not bear the burden of asbestos removal; however, situations may arise where the abatement is not an option due to safety concerns. If asbestos is discovered during demolition activities Contractor must halt work in that area and inform the City project manager immediately.

4.2 All demolitions shall be performed as wet demolitions. A "wet demolition" shall be the demolition of a structure while applying a sufficient amount of water to eliminate any visible emissions of dust. Contractor shall take all reasonable steps to keep this water from migrating off the site. The wet demolition shall be more critical in emergency conditions where a regulated structure is in imminent danger of collapse, where it cannot be entered into safely for materials testing or for asbestos abatement activities, or where it is already on the ground. Water used for this operation must be supplied by the Contractor at Contractor's cost.

4.3 For NESHAP and/or TAHPR regulated structures, the City will survey and abate asbestos from these structures prior to demolition. Demolition shall be coordinated with the City and must begin on the date specified on the Department of State Health Services Notification Form.

4.4 Contractor may be responsible for the removal and disposal of structures with asbestos containing material, lead paint, or other hazardous materials in situations where the structure is not regulated or in such a hazardous condition that asbestos, or environmental abatement activities are unsafe to perform. The Contractor shall be prepared to provide necessary resources to manage this type of waste (i.e. Asbestos Transporter License).

## **5. PRICING**

5.1 Price Schedule (Attachment A), line items included in the Price Schedule shall be used to determine the cost for accomplishing the scope of work under this contract. No additional fees, line items, or expense of any kind shall be paid to Contractor, other than what was approved in the task order. Line items shown on the Price Schedule must include all labor, materials, insurance, bonding, profit, overhead, mobilization costs, fees, equipment, tools, any other costs as may be required to accomplish the services described herein. Demolition services include obtaining permits, licenses, and submittal of notifications, mobilization and site preparatory work, site security, storm water protective measures, if applicable, demolition of the structure and any ancillary structures, removal of all debris including building materials and any stored materials, trash, junk, etc., proper disposal of all waste materials, site cleanup, and reporting. The Contractor shall be paid for demolition services using one of the following line items listed below. Unit prices shall not be combined with other unit prices for the same project (unless it is an unforeseen condition as asbestos). The following definitions shall be used for this contract:

### **Demolition of a Residential Structure 1-4,000 sq ft:**

Residential structures may include the demolition of a single family dwelling of 4 units or less including a detached garage. Square footage is based on total floor space, which could include a multi-story building. Temporary fencing and protection of adjacent structures, if required for this operation, must be performed by the Contractor and included within this cost.

### **Demolition of a Commercial Structure 1-2,500 sq ft:**

Commercial structures may include the demolition of more than one structure on a single lot, multi-family residential structures containing more than four units, and public improvement projects. Projects conducted under this unit price require demolition notification to the TDSHS by the Contractor. Square footage is based on total floor space, which could include a multi-story building. Temporary fencing and protection of adjacent structures, if required for this operation, must be performed by the Contractor and included within this cost.

### **Demolition of a Commercial Structure 2,501-5,000 sq ft:**

Commercial structures may include the demolition of more than one structure on a single lot, multi-family residential structures containing more than four units, and public improvement projects. Projects conducted under this unit price require demolition notification to the TDSHS by Contractor. Square footage is based on total floor space, which could include multi-story buildings. Temporary fencing and protection of adjacent structures, if required for this operation, and must be performed by the Contractor and included within this cost.

### **Demolition of a Commercial Structure over 5,000 sq ft:**

Commercial structures may include the demolition of more than one structure on a single lot, multi-family residential structures containing more than four units, and public improvement projects. Projects conducted under this unit price require demolition notification to the TDSHS by Contractor. Square footage is based on total floor space, which could include multi-story buildings. Temporary fencing and protection of adjacent structures, if required for this operation, must be performed by the Contractor and included within this cost.

### **Removal of Footings, Slabs, Asphalt, Concrete:**

This pricing category shall be for removal of various types of concrete and/or slabs, foundations, and

driveways. The pricing unit of measure shall be by cubic yard and calculated as length X width X average thickness for slabs and length X width X depth for footings. Includes slabs up to 4ft in thickness.

**Removal, Transportation and Disposal of Asbestos Containing Material (ACM):**

This pricing category is for the removal, transportation, and disposal of unforeseen ACM discovered during demolition or from structurally unsound buildings that cannot be abated. The pricing unit of measure shall be by cubic yard.

**Backfill:**

Backfill material shall be natural, friable, fertile, sandy loam topsoil, free of weeds, litter, sods, stiff clay, and stones larger than one inch in diameter, stumps, roots, trash, petroleum products, toxic or hazardous substances, or any other material which may be harmful to plant growth or the environment; otherwise, a select fill with low P.I. The Contractor should be able to provide documentation that the backfill is clean. Pricing shall be calculated by the cubic yard of area to be filled.

**SUBCONTRACTOR**

1. Subcontractors and the Contractor shall be bound by the following provisions:

1.1 Subcontractors shall conform to the regulations governing employment of labor.

1.2 The subcontracting of any part of the work will in no way relieve the Contractor of their responsibility, liability or obligation under this contract.

1.3 All subcontractors shall be properly licensed to perform the work that they are engaged to perform and copies of such licenses provided to City upon request.